

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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AUG 26 2008

PUBLIC SERVICE
COMMISSION

In the Matter of:

GLENNIS BLAIR)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2007-00502
)	
APPALACHIAN WASTE CONTROL)	
)	
DEFENDANT)	

MOTION FOR ORDER
TO RELEASE FUNDS HELD IN ESCROW
TO DEFENDANT APPALACHIAN WASTE CONTROL

Comes the Defendant, Appalachian Waste Control, and for its Motion for Order to Release Funds Held in Escrow to Defendant Appalachian Waste Control, states as follows:

INTRODUCTION

This matter came before the Commission on the petition of Glennis Blair, a sewer customer of the Respondent Appalachian Waste Control's Neil Price waste water treatment plant. Mr. Blair made two complaints; one, that he is being billed for services that are not available, and should not have to pay for them, and; two, that he should not have to pay as much as customers of Neil Price who have more than one resident in the household.

Because Mr. Blair had not paid for sewer services for many months, Appalachian Waste Control gave Mr. Blair notice that his water service would be shut off pending payment. As a compromise, and at the suggestions of the Public Service Commission's counsel, the parties agreed that Mr. Blair would pay the delinquent funds into an escrow account, and Appalachian Waste

Control would not cut off Mr. Blair's water service. The funds were to be held in escrow during the pendency of this matter, until the bank, Citizens National Bank, received an Order from the Commission containing instructions for the account's release. (Please see Exhibit A, Escrow Agreement). By Order dated July 21, 2008, the Commission denied Mr. Blair's Complaint in its entirety. In addition, Mr. Blair has not appealed the Board's decision, and the time for appeal has run.

MOTION

Appalachian Waste Control now moves the Commission for the entry on an Order directing Citizens National Bank to release the funds it holds in escrow to Squire N. Williams III, Temporary Receiver for Appalachian Waste Control. A proposed Order is attached to this Motion for the Commission's consideration.

Respectfully submitted,


Squire N. Williams III
Temporary Receiver for
Appalachian Waste Control
P.O. Box 676
Frankfort, Kentucky 40602
(502) 227-2271

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Motion was mailed via U.S. Mail, first class on this the 26 day of August, 2008 to the following:

Glenn W. Blair
25 N. Travis Drive
Thelma, Kentucky 41260-8630

Gary Keith Fairchild
2656 Route 2039
Hager Hill, Kentucky 41222

Jeffrey Lance Bowling
153 George Branch
East Point, Kentucky 41216

Hon. Scott Porter
Office of the Attorney General
700 Capitol Avenue
Capitol Building, Suite 118
Frankfort, Kentucky 40601

Hon. Ned Pillersdorf
Pillersdorf, Derossett & Lane
124 West Court Street
Prestonsburg, Kentucky 41653

Hon. Kipley McNally
2527 Nelson Miller Parkway
Suite 104
Louisville, Kentucky 40223

Hon. John West
Office of Legal Services
Fifth Floor, Capital Plaza Tower
Frankfort, Kentucky 40601

Stephanie Stumbo
Executive Director, Public Service Commission
211 Sower Blvd.
Frankfort, Kentucky 40601


Squire N. Williams III

ESCROW AGREEMENT

TO: CITIZENS NATIONAL BANK TRUST DEPARTMENT
PAINTSVILLE, KENTUCKY

DATE: FEBRUARY 25, 2008

You are hereby instructed to make delivery of the following described cash and/or instruments herewith deposited in escrow upon payment or delivery to you of other cash and/or instruments as described below under delivery instructions, the latter to be delivered in exchange for the former:

DESCRIPTION OF CASH AND/OR INSTRUMENTS DEPOSITED

INITIAL DEPOSIT: \$567.20

DELIVERY INSTRUCTIONS:

FUNDS WILL BE HELD IN ESCROW UNTIL AN ORDER IS OBTAINED BY THE CITIZENS NATIONAL BANK TRUST DEPARTMENT FROM THE PUBLIC SERVICE COMMISSION WITH INTRUCTIONS OF FUNDS RELEASE.

APPALACHIAN WASTE CONTROL

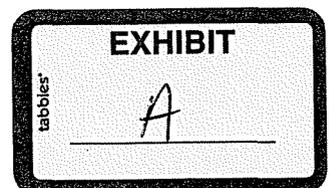
BY: Glennis W. Blair
GLENNIS W. BLAIR

BY: Squire N. Williams III
SQUIRE N. WILLIAMS III
TEMPORARY RECEIVER

Citizens National Bank Trust Department

By: Joni Spradlin
Vice President & Trust Officer

An Escrow Fee in the amount of \$100.00 shall be paid from accrued interest annually. Included in this fee shall be trust tax preparation fees, wire transfer fees, and any and all other administrative fees connected with this Escrow Agreement.



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ORDER

It is hereby Ordered that the funds held in escrow pursuant to the attached Escrow Agreement entered into by Glennis W. Blair and Squire N. Williams III, Temporary Receiver for Appalachian Waste Control, with the Citizens National Bank Trust Department in Paintsville, Kentucky, are to be released by the Citizens National Bank Trust Department to Squire N. Williams III, Temporary Receiver for Appalachian Waste Control.

Done at Frankfort, Kentucky, this ____ day of _____, 2008.

By the Commission

ATTEST:

Executive Director

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APPALACHIAN WASTE CONTROL

BY: 
GLENNIS W. BLAIR

BY: 
SQUIRE N. WILLIAMS III
TEMPORARY RECEIVER

Citizens National Bank Trust Department

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Vice President & Trust Officer

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